

REMARKS

Consideration and entry of the foregoing amendments are requested. The amendments are made to address specific issues raised in the subject final action, which is the reason for which the amendments were not made earlier in prosecution.

The Office action pertained to claims 1-13. In this paper, claims 12 and 13 are amended; all other pending claims are unchanged.

The allowance of claims 1-11 is acknowledged with thanks.

Support for the amendments to claims 12 and 13 is found, for example, on page 1, paragraph 003, lines 1-3 and 6-8; page 2, paragraph 004, lines 1-2; and page 3, paragraph 017, lines 1-2; and page 4, paragraph 019, lines 1-3. No new matter is submitted.

Claims 12 and 13 stand rejected under 35 U.S.C. §112, first paragraph, for alleged failure to comply with the written description requirement. In reply, claim 12 is amended to conform more closely to language used in the specification. Wrap curvature as now stated in claim 12 is discussed on page 1, paragraph 003; see also FIGS. 1, 2, 3, 6, 7, and 8 illustrating wrap curvature. Accordingly, claim 13 is amended to state that the lens mounting means has more wrap curvature than the prescription lens, again using language as used in the specification.

Therefore, the §112 rejection is believed to be overcome, and withdrawal of the rejection is requested.

Claims 12 and 13 stand rejected for alleged anticipation (35 U.S.C. §102(b)) by Gaspari. This rejection is traversed. The Office action contends that "said mounting means 13 [in Gaspari] has a higher wrap than said prescription lens." This contention is traversed.

First, claim 12 is directed to high-wrap prescription sunglasses. Page 4 of the Office action contends that a "high-wrap frame . . . is nothing more than a frame that wraps around the lens" This contention is incorrect. See paragraph 003 in the specification. "High-wrap" does not pertain to the manner in which the frame wraps around the lens. Rather, "high-wrap" denotes the closeness with which the frame follows the curvature of the face from ear to ear, so as to fit closely to the wearer's face.

Second, Gaspari does not disclose, and does not appear to suggest, high-wrap eyeglasses. Rather, the frame 12 has a "relatively large radius of curvature and in the extreme may be planar." Col. 2, lines 34-36. This stated frame configuration in Gaspari is the antithesis of "high-wrap." In the Background section of the current specification, note the particular challenges posed by high-wrap eyewear that are not experienced by low-wrap or no-wrap (planar frame) eyewear.

Third, claim 12 states that the high-wrap frame has a high-wrap lens mounting means therein. Gaspari does disclose, and does not appear to suggest, high-wrap lens mounting means. Rather, with respect to curvature (or lack thereof), the lens-receiving liners 21 of Gaspari appear to conform to the frame 12, which is clearly not high-wrap. Hence, the liners 21 are not high-wrap, either.

Fourth, claim 12 states that the prescription adapter ring comprises a prescription lens therein having less wrap curvature than the frame. Gaspari does not disclose, and does not appear to suggest, a prescription lens having less wrap curvature than the frame. In FIG. 1, for example, the lens-receiving liners 21, and lenses 22 mounted therein, conform to the frame 12. Such conformity does not, and cannot, mean that the lenses 22 have less wrap curvature than the frame. I.e., "same" curvature (per Gaspari) does not mean "less" curvature. Gaspari also fails to teach how the frame 12 and liners 21 could accommodate lenses having less curvature than the frame. FIG. 4 (also cited in the Office action) of Gaspari fails to teach the claimed curvature relationship of lens versus frame. FIG. 4 is a vertical section (which does not show any wrap curvature) that merely shows the deformation of the bridge (arrow 34) necessary for mounting the liners 21 to the frame 12.

With respect to claim 13, which depends from claim 12, Gaspari also does not disclose or appear to suggest, in combination with the elements recited in claim 12, lens-mounting means having more wrap curvature than the prescription lens.

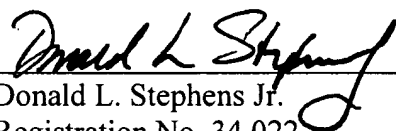
Therefore, claims 12 and 13 are not anticipated by or obvious from Gaspari, and withdrawal of the rejection is requested.

All the pending claims are now in condition for allowance, and early action to such end is requested.

Respectfully submitted,

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